

58. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

59. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

60. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS  
PRAYED

### SIXTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

61. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

62. Defendant(s) failed to provide a statement that " Disclosure forms are available for the creditor's other variable- rate loan programs.

12 C.F.R., 226.19(b) (Lenders are required to show proof of Compliance when asserted in court per TILA & RESPA, Payne v. Equicredit No.00-6442 slip at 10-11 (E.D. Pa April 12,2002))

63. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

64. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

65. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS  
PRAYED

## SEVENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

66. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.
67. Defendant failed to make all disclosures, including disclosure of "The Margin" available before consummation 12 C.F.R., 226.18 (Lenders are required to show proof of Compliance when asserted in court per TILA & RESPA, Payne v. Equicredit No.00-6442 slip at 10-11 (E.D. Pa April 12,2002).
68. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor hereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.
69. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.
70. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe

emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS  
PRAYED

### EIGHTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR  
RELIEF for Intentional Misrepresentation against Defendants, allege as  
follows

71. Plaintiff repeats and repleads paragraphs 1 through 31 and  
incorporates the allegations by reference as though fully set-forth herein.

72. Defendant(s) failed to disclose the payment schedule per  
"Regulation Z " 12 C.R.F. 226.18(g) Creditors must disclose the number,  
amounts, and timing of payments scheduled to repay the obligation.  
(Exhibit A2)

73. Defendant(s), and each of them, committed the acts herein alleged  
maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's  
rights. Conduct by the Defendants, and each of them, amounted to malice and  
was carried out in a despicable, deliberate, cold, callous and intentional manor  
thereby entitling Plaintiff to recover punitive damages from the Defendant in  
an amount according to proof.



74. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

75. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS  
PRAYED

### NINTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as Follows;

76. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

77. Defendant(s) failed to disclose the total payments, using that term, and a descriptive explanation such as " The amount you will have paid when you have made all scheduled payments". 12 C.F.R. 226.18(h). The total payments is the sum of the payments disclosed 12 C. F. R. 226.18(g) (Exhibit A2).

78. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and

was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

79. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

80. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

### TENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

81. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

82. Defendant failed to disclose and concealed the loan term(s) throughout the loan when the rate or payment amount is changed. 12 C.F.R. 226.20 (Lenders are required to show proof of Compliance when asserted in court per

TILA & RESPA, Payne v. Equicredit No. 00-6442 slip at 10-11 (E.D. Pa April 12, 2002))

83. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

84. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

85. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

### ELEVENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

86. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

87. Defendant failed to provide disclosures on adjustable rate mortgages at the time of mortgage application in violation of RESPA which constitutes A violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1& 2 ,73 P.S. 201-9.2, & 41 P.S. 301

88. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

89. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffred economic damages in the amount to be proven at trial.

90. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS  
PRAYED



## TWELTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

91. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.
92. Defendant failed to provide and disclose all terms of the loan at the time of mortgage application or provide them within 3 days of mortgage application in violation of RESPA which constitutes A violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1& 2 ,73 P.S. 201-9.2, & 41 P.S. 301
93. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.
94. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffred economic damages in the amount to be proven at trial.

95. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

### THIRTEENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

96. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

97. Defendant failed to provide and disclose all fees and cost of the loan at the time of mortgage application in violation of RESPA which constitutes A violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1& 2 ,73 P.S. 201-9.2, & 41 P.S. 301

98. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in

an amount according to proof.

99. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

100. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

#### FOURTEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

101. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

102. Defendant failed to provide and disclosures all fees and cost of the loan at least 3 days prior to closing of the loan in violation of RESPA which constitutes A violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTCPL"), 73 P.S. 201-1& 2 ,73 P.S. 201-9.2, & 41 P.S. 301

103. Defendant(s), and each of them, committed the acts herein alleged

maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

104. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

105. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

### FIFTEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

106. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

107. Defendants, Wells Fargo and Deutsche Bank as subsequent lenders to Decision One Mortgage, charged plaintiff broker fees and "Yield Spread



Premiums" in excess of normal market fees and engaged in predatory lending by charging Plaintiff higher than current market rates for the loan.

Premium of \$3,825 by lender for higher interest rate to borrower willfully and knowingly charging a higher interest rate than should have been charged.

This is a violation of RESPA which constitutes a violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTCPL") 73 P.S. 201-1 & 2, 73 P.S. 201-9.2, & 41 P.S. 301

108. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

109. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

110. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

## SIXTEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

111. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

112. Defendant(s) failed to provide a statement that " Disclosure forms are available for the creditor's other variable- rate loan programs.

This is a violation of RESPA which constitutes a violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ( "UTPCPL"), 73 P.S. 201-1& 2 ,73 P.S. 201-9.2, & 41 P.S. 301

113. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

114. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffred economic damages in the amount to be proven at trial.

115. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

### SEVENTEENTH CLAIM FOR RELIEF

COMES NOW PLANTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

116. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

117. Defendant(s) failed to disclose the payment schedule per "Creditors must disclose the number, amounts, and timing of payments scheduled to repay the obligation. This is a violation of RESPA which constitutes a violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1& 2 ,73 P.S. 201-9.2, & 41 P.S. 301

118. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor

thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

119. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

120. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

### EIGHTEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

121. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

122 Defendant(s) failed to disclose the total payments, using that term, and a descriptive explanation such as " The amount you will have paid when you have made all scheduled payments. This is a violation of RESPA which



constitutes a violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTCPL) 73 P.S. 201-1& 2 ,73 P.S. 201-9.2, & 41 P.S. 301

123. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

124. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffered economic damages in the amount to be proven at trial.

125. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

ALL FOR WHICH PLAINTIFF SEEKS DAMAGES AND OTHER RELIEF AS PRAYED

### NINETEENTH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Intentional Misrepresentation against Defendants, allege as follows

126. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

127. Defendant failed to disclose and then concealed the loan term(s) throughout the loan when the rate or payment amount is changed .

This is a violation of RESPA which constitutes a violation of "The Pennsylvania Unfair Trade Practices and Consumer protection Law" ("UTPCPL"), 73 P.S. 201-1& 2 ,73 P.S. 201-9.2, & 41 P.S. 301

128. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manor thereby entitling Plaintiff to recover punitive damages from the Defendant in an amount according to proof.

129. Plaintiff is informed and believes that as a further result of Defendant(s) conduct, Plaintiff has suffred economic damages in the amount to be proven at trial.

130. Plaintiff is informed and believes and thereon alleges that as a result of the misrepresentation of the Defendant(s), Plaintiff has suffered severe emotional distress in an amount to be proven at trial.

## TWENTIETH CLAIM FOR RELIEF

COMES NOW PLAINTIFF and for the separate and distinct CLAIM FOR RELIEF for Credit Reporting and Defamation, allege as follows

131. Plaintiff repeats and repleads paragraphs 1 through 31 and incorporates the allegations by reference as though fully set-forth herein.

132. Plaintiff disputed the payment history, payments credited as well as payment amount several times and defendant failed to follow the procedure under "The Fair Credit Reporting Act" and UTPCPL. Defendant(s) failed to report to the Credit Bureaus that the loan was in dispute, failed to make a consumer report disclosure, reported inaccurate information to the credit bureaus, and damaged the character of the Plaintiff.

133. 3/29/08, 5/29/08, 6/21/08, 6/26/08 & 2/31/09 Defendant(s) failed to report the account as "In Dispute" with the credit Bureaus.

134. 5/15/08 & 5/30/08 failed to credit payments as required.

135. 6/26/08 reported inaccurate and derogatory information while in dispute in violation of "The Fair Credit Reporting Act". 15 U.S.C. 1681

136. Defendant(s), and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively, with reckless disregard of Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and